

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

SEAN TINDELL, JOE CONGER,  
FREDY RAMOS and JOEY ROSAS

PLAINTIFFS

vs.

No. 5:15-cv-974-RP

WCW, LLC, d/b/a WILDCAT WIRELINE, LLC  
and KLX ENERGY SERVICES, LLC

DEFENDANT

**JOINT MOTION FOR ORDER APPROVING SETTLEMENT  
AND ENTRY OF FINAL JUDGMENT DISMISSING LAWSUIT**

Plaintiffs Sean Tindell, Joe Conger, and Fredy Ramos (collectively, “Plaintiffs”) and Defendants WCW, LLC, d/b/a Wildcat Wireline, LLC and KLX Energy Services, LLC (collectively, “Defendants”) jointly move for approval of the settlement reached between Plaintiffs and Defendants (the “Settlement”). The Parties further jointly move the Court for entry of final judgment dismissing this action in its entirety. In furtherance of this motion, the Parties jointly state:

1. Prior to joining this case, Plaintiff Joey Rosas joined another case pending against the same Defendants, and therefore, dismisses his claims against Defendants in this case ***without prejudice***.

2. Plaintiffs have alleged that Defendants violated the Fair Labor Standards Act, 29 U.S.C. § 201 *et. seq.*, as amended (“FLSA”), by denying them certain overtime payments that are allegedly due under the FLSA. Plaintiffs have not moved to conditionally certify the case as a collective action under the FLSA. Defendants have

denied, and continue to deny, Plaintiffs' claims and assert that Plaintiffs are not owed additional pay and that this case is not proper for collective treatment. WCW, LLC has also denied employing Plaintiffs.

3. To avoid further litigation costs, Plaintiffs and Defendants have agreed to settle the claims in this lawsuit.

4. Plaintiffs and Defendants have agreed to the Settlement, which will take effect following the Court's approval and will bind only Plaintiffs. All Parties are represented by experienced and competent counsel and the Parties engaged in arm's-length negotiations following the exchange of facts regarding the Plaintiffs' claims and Defendants' defenses.

5. Specifically, the Parties exchanged payroll and other documents related to Plaintiffs' hours, job duties and compensation. In addition, counsel for the Parties have discussed and considered Plaintiffs' assertions and Defendants' defenses and their respective legal theories in support of their positions.

6. A bona fide dispute exists between the Parties. Specifically, the Parties dispute whether WCW, LLC ever employed Plaintiffs, whether Plaintiffs were entitled to certain overtime pay; the amount of overtime pay due, if any; whether Plaintiffs were subject to the Motor Carrier Act exemption to the FLSA; whether Plaintiffs' bonuses should have been included in calculation of their regular rate for the purposes of calculating overtime; and whether certain Plaintiffs were also subject to the FLSA's executive, administrative and/or professional employee exemptions.

7. Plaintiffs recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the above-styled case through trial and through appeals.

8. Plaintiffs and Plaintiffs' counsel also have taken into account the uncertain outcome and the risk of any litigation, as well as the difficulties and delays inherent in such litigation. Plaintiffs and Plaintiffs' counsel are mindful of the inherent problems of proof in establishing their asserted claims. Defendants also conclude that further conduct of the above-styled case would be time consuming and expensive and have taken into account the uncertainty and risks inherent in any litigation, and that it is desirable and beneficial that Plaintiffs' claims be fully and finally settled in the manner and upon the terms and conditions set forth in the Settlement.

9. The Parties agree that the terms of the Settlement are fair and equitable and were negotiated at arm's-length with all Parties being fairly and fully represented by counsel of their choosing. The Settlement amount takes into account the number of overtime hours claimed by Plaintiffs and the amount of unpaid overtime to which Plaintiffs allege they are entitled. Each individual Plaintiff agreed to the terms of the Settlement after having the opportunity to speak with Plaintiffs' counsel, ask questions and review calculations and analyses.

10. The Parties entered into a confidential settlement agreement, which reflects the terms of the Settlement (the "Settlement Agreement"). The Settlement Agreement is being provided to the Court for *in camera* review under seal pursuant to order of this Court. Because the proposed Settlement agreed to by the Parties is a fair and equitable compromise of a bona fide dispute, Defendants and Plaintiffs request that

the Court approve the Settlement and enter a final judgment dismissing the case, in its entirety, with prejudice. An Agreed Order and Final Judgment, approved by the Parties, is submitted with this Motion.

Respectfully submitted,

**PLAINTIFFS SEAN TINDELL,  
JOE CONGER, FREDY RAMOS**

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**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing was electronically filed with the Clerk for the U.S. District Court, Western District of Texas, San Antonio Division, on April 6, 2016, using the Electronic Case Filing system of the Court, which will send notification of filing to all counsel of record.

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